



**STATE OF ILLINOIS
CONTRACT
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

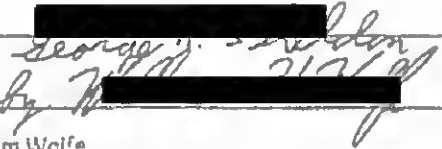
CDC: CON Program Name: RAPID SAFETY FEED BACK PROGRAM Contract #: 5445089016

CONTRACT SIGNATURES

VENDOR NAME: ECKERD YOUTH ALTERNATIVES INC

DCFS Name: ECKERD YOUTH ALTERNATIVES INC	Address: 100 N STARCREST DR
Signature: 	City, State ZIP: CLEARWATER, FL 33765-3224
Printed Name: David Dennis	Phone: 813-285-5027 727-461-1236 EXT. 3202 
Title: Chief Executive Officer	Fax: 727-442-5911
Date: 9-15-15	Email: DDennis@eckord.org
Dept. of Human Rights Public Contract #: Applied For	DUNS #: 08-068-1158

STATE OF ILLINOIS

Agency: IL Department of Children and Family Services	Address: 406 E Monroe St.
Director Signature:	City, State ZIP: Springfield, IL 62701
Printed Name: George H. Sheldon	Phone: (217) 785-3930
Title: Acting Director	Fax: (217) 782-3796
Date:	
Designee Signature: 	Date: 9-18-15
Printed Name: William Wolfe	Phone: (217) 785-3930
Designee's Title: Deputy Director	Email: William.Wolfe@Illinois.Gov
If this Contract Is in the amount of \$250,000 or more in a fiscal year, or order against a master contract in the amount of \$250,000 or more in a fiscal year, this Contract shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and the Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.	
DCFS Chief Legal Counsel Signature: N/A	Date:
Printed Name:	
DCFS Chief Financial Officer Signature: N/A	Date:
Printed Name:	

STATE OF ILLINOIS
CONTRACT
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

CDC: CON Program Name: RAPID SAFETY FEED BACK PROGRAM Contract #: 544S089016

NOT PART OF CONTRACTUAL PROVISIONS

PBC # 15-9S318 Project Title RAPID SAFETY FEED BACK PROGRAM

Contract # 544S089016 Procurement Method (IFB, RFP, Small, Exempt): Exempt - Grants

IPB Ref. # IPB Publication Date: Award Code: 0

Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No

Funding Source S66 Obligation # 544S089016

Small Business Set-Aside? ☐ Yes ☐ No

Minority Owned Business? ☐ Yes ☐ No Percentage

Female-Owned Business? ☐ Yes ☐ No Percentage

Persons With Disabilities Owned Business? ☐ Yes ☐ No Percentage

Other Preferences?

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**STATE OF ILLINOIS
CONTRACT
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

CDC: CON

Program Name: RAPID SAFETY FEED BACK PROGRAM

Contract #: 5445089016

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This Contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and, if applicable, the Financial Disclosures and Conflicts of Interest attached hereto, are true and accurate as of the date of the Contractor's execution of the contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This Contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties. The terms "Vendor" and "Contractor" are used interchangeably in the Contract and Supplemental Provisions, without any intended difference in meaning.

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING/RATE SCHEDULE
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. SUPPLEMENTAL PROVISIONS
6. STANDARD CERTIFICATIONS
7. DISCLOSURE OF BUSINESS WITH IRAN
8. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST AND TAX PAYER ID NUMBER

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page. By signing this CONTRACT, the Vendor acknowledges that he/she has read and understands the terms in this Contract, including the Supplemental Provisions, and agrees to comply with the requirements reflected herein.

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DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1 SUPPLIES AND/OR SERVICES REQUIRED:** Services delivered by the Vendor shall comply with all Department of Children and Family Services laws, rules, regulations, procedures, protocols, and policy guides (available for viewing on the DCFS website at www.state.il.us/dcfs), all of which are hereby incorporated by reference and made a part of this Contract. The contractual service requirements are identified in the Contract Program Plan/Scope of Services, which is inserted following this page. Boilerplate requirements resume with Section 1.2 Milestones and Deliverables.

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Eckerd

Proposal for Illinois Department of Children and Family Services

This proposal is being submitted by Eckerd at the request of the Illinois Department of Children and Family Services. The scope of work for this proposal is the development, deployment and maintenance of Eckerd's Rapid Safety Feedback Program in a fully automated system in support of Child Protective Investigations.

Background

As Eckerd prepared to assume responsibility for the 3,000 children in Hillsborough County, Florida, it was imperative that we put into place a system of on-going case review process that would identify open dependency cases with the highest probability that the case could result in death or serious injury to a child. Additionally, this system needed to provide a method of on-going case review that would ensure that critical practice requirements were being met. The requirement for this process was generated by 9 child murders in open cases over a 36 month period prior to Eckerd assuming responsibility for this work.

In the 24 months since implementation of Eckerd's Rapid Safety Feedback System, there have been no child deaths in open services cases and case practice has consistently improved.

Currently, the Illinois Department of Children and Family Services is revising its approach to Quality Management with the intent of improving outcomes for children and families and improving case practice in real time as opposed to the retrospective approach to Quality assurance currently in use. As an initial step in this redesign, the Department desires to deploy a real-time quality assurance review process to ensure that critical investigative practices are properly completed in these cases.

To meet the Department's requirements, Eckerd, along with its technology partner Mindshare proposes to provide a fully automated Rapid Safety Feedback System to support investigations.

This project will be executed in three phases:

Phase 1: Development of the Model

This phase consists of several actions that occur concurrently. They are:

- a. Execution of a data sharing agreement and establishment of the necessary data sharing protocols so that the Eckerd/Mindshare Team has access to the Departments SACWIS data.
- b. The development of the predictive model that will be used to identify those incoming investigations with the highest probability of serious injury or death.
- c. Research on the Department's current Child Protective Investigations model to determine the critical practices, when done to standard, provide the best opportunity for reducing the probability of a poor safety outcome for a child.
- d. Utilizing the results of the predictive model and the results of the practice research, develop a set of questions that will be used by Department staff to review those investigations with the highest probability of a poor safety outcome.
- e. Development of a web-based secure portal that will present to the Department Quality staff the cases to be reviewed, the review questions to be answered, the documentation and tracking of any follow-up activities required of the Investigator and data for analysis.

Phase 2: Model Deployment

In this phase, the Eckerd/Mindshare Team will:

- a. Provide access to the portal.
- b. Provide the Department QA Team a Program Guide on how to use the model.
- c. Conduct training for Department staff that will be conducting the reviews and for management staff that will be overseeing the process.

Phase 3: On-going Hosting and Support

In this phase, the Eckerd/Mindshare Team will:

- a. Provide on-going hosting and user support for the portal.

b. Provide quarterly fidelity monitoring of the review process.

c. Be available to the Department's Quality Assurance Team to answer questions or provide assistance.

Eckerd will provide project management, case selection criteria and critical Investigative practice Identification along with documentation and training on the review process. MindShare will develop and deploy the technology solution along with on-going maintenance and support. These services will be combined into one contract with Eckerd, who will then sub-contract with Mindshare for support.

- 1.2 MILESTONES AND DELIVERABLES:** Are as stated in the Program Plan/Scope of Services. Vendor shall not perform services, provide supplies or incur expenses in an amount exceeding the amount shown in Section 2.2 and stated in the Pricing/Rate Schedule following Page 7, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.
- 1.3 VENDOR / STAFF SPECIFICATIONS:** Any staff specifications are detailed in the Contract Program Plan/Scope of Services following Section 1.1.
- 1.4 BOARD OF DIRECTORS:** Vendor shall provide a list of its Board of Directors with contact information including name, address, phone number (including fax) and email.
- 1.5 SUBCONTRACTING**

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract or to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. If subcontractors will be utilized, Vendor must identify below or in an attachment the names and addresses of all subcontractors it will be entering into a contractual agreement with in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money, to the extent the information is known, that each subcontractor is expected to receive pursuant to this Contract. Vendor shall provide a copy of any subcontracts within 15 days of execution of this Contract or after execution of the subcontract, whichever is later, to the Department. A subcontractor may identify information that is deemed proprietary or confidential. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. The Vendor agrees to systematically and accurately track all monies billed by its subcontractors under applicable subcontracts. The Vendor must accurately report those services provided by subcontractors and who is ultimately receiving State funds, in order to prevent conflicts of interest and possible financial improprieties.

1.5.1. Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: MindShare Consulting Group, LLC

Amount to be paid: \$62,000

Address: 18938 North Dale Mabry Highway, Suite 102, Lutz, FL 33548

Description of work: MindShare is Eckerd's technology partner for this project, and MindShare will develop & deploy the technology solution, along with associated on-going maintenance & support for that solution.

- Subcontractor Name: _____

Amount to be paid: \$ _____

Address: _____

Description of work: _____

All subcontracts must use the Subcontract Agreement and Subcontractor Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB or SUB-M, Rev. 4/2015) completed and signed by the subcontractor. For those subcontracts totaling \$50,000 or more the subcontractor must complete the entire agreement including the Standard Certifications and Disclosures and Conflicts of Interests. Subcontracts totaling less than \$50,000 need only complete and sign pages 1-12 of the Subcontract Agreement form. If any subcontractor is anticipated to receive and bill for more than 10% of the total amount to be paid to Vendor under this Contract, then that subcontractor must also submit a Budget in the same format as Vendor.

1.5.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor must promptly notify, by written amendment to the Contract, the Department of the names and addresses, description of the work to be performed and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Vendor shall provide a copy of any such subcontracts and applicable Standard Certifications and Disclosures and Conflicts of Interest within 15 days after execution of the subcontract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.6 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Complete Address of Location where services will be performed:
100 N Starcrest Drive, Clearwater, FL 33765

Value of services performed at this location: 50%

- Complete Address of Location where services will be performed:
18938 North Dale Mabry Highway, Suite 102, Lutz, FL 33548

Value of services performed at this location: 50%

2. PRICING

2.1 FORMAT OF PRICING: The State will compensate Vendor for the Initial term as follows:

☒ The Department will pay per the payment rates listed on the "Pricing/Rate Schedule" which is inserted following Page 7.

- 2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is

☐ Firm \$ _____

☒ Estimated \$ __\$107,000.00__

- 2.3 **ALLOWABLE EXPENSES:** Unless otherwise agreed upon and stated in the Program Plan/Scope of Services, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. If allowed under the Program Plan/Scope of Services, any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Control Board rules.
- 2.4 **DISCOUNT:** The State may receive a N/A% discount for payment within N/A days of receipt of correct invoice.
- 2.5 **TAXES:** Pricing shall not include and Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

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RATE SCHEDULE

RATE CNT	PAY FREQ	SERVICE NARRATIVE	BEGIN DATE	END DATE	TYPE SERV	MAXIMUM RATE AMT
01	ot	estimated development cost	9/8/2015	9/30/2015	5100	\$52,228.83
02	ot	estimated development cost	10/1/2015	12/7/2015	5100	\$54,771.17

TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of 3 months. This Contract shall be effective starting 9/8/2015 and shall expire on 12/7/2015. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except where permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1 Subject to the maximum total term as identified above, the State has the option to renew this Contract. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section and Pricing/Rate Schedule. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2 Pricing for the renewal term(s), or the formula for determining price, is shown in the Pricing/Rate Schedule in the pricing section of this contract.

3.2.3 The State reserves the right to renew this contract in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation or breach of a material provision of this contract, including the Program Plan/Scope of Services and any Supplemental Terms and Provisions, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract, in whole or in part, without additional written notice, or (b) enforce the terms and conditions of the contract.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
- 3.5 AVAILABILITY OF FUNDING: Availability of Appropriations; Sufficiency of Funds.** This [grant/contract] is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this [grant/contract], in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department [or sufficient Federal funds have not been made available to the Department by the Federal funding source], (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated funds [or Federal funds] may not be available for payment. The Department shall provide notice, in writing, to [Provider] of any such funding failure and its election to terminate or suspend this [grant/contract] as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon [Provider's] receipt of notice.
- 3.6 STATE COMPENSATION UPON TERMINATION:** Should Vendor breach this Contract and not cure any breach susceptible of being cured within the time specified by the State, or for termination due to any of the reasons stated above, the State retains its rights to seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.
- 3.7 VENDOR COMPENSATION UPON TERMINATION:** The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Invoicing:** Vendor shall provide accurate and timely invoices on a monthly basis, unless the Program Plan/Scope of Services identifies a different time period for invoice submission. The submission of invoices may also correspond to milestones or deliverables, or completion of the Contract by written agreement of the Parties. By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract and Program Plan/Scope of Services, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/2S. All invoices are subject to statutory offset. 30 ILCS 210, 1S ICLS 40S/10.0S, 10.05c, 10.05d.

Send invoices to: __Person Identified as Program Monitor.

- 4.1.2 Payment Terms:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect. Payments delayed at the beginning of the State's fiscal year because of the appropriation process shall not be considered a breach of this contract.

- 4.1.3 **Minority Contractor initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 40S/23.9.
- 4.1.4 **Pre-Contract Costs:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.5 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.6 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.7 **Surety Bond:** The Department's Director may authorize advance disbursements for any new program initiative to any Vendor contracting with the Department. As a prerequisite for an advance disbursement, the Vendor must post a surety bond in the amount of the advance disbursement and have a purchase of service contract approved by the Department. (20 ILCS 505/5) (from Ch. 23, par. 5005) Bond must be submitted within 10 days of the effective date of the contract. The bond must be from a surety licensed to do business in Illinois by the Illinois Department of Insurance or other applicable regulatory entity. An irrevocable letter of credit from an Illinois financial institution in good standing is an acceptable substitute. The form of surety must be acceptable to the Department.
- 4.1.8 **Invoice Certifications:** Vendor certifies that the funds awarded and payments made pursuant to this Contract shall be used only for the specific purposes authorized in, and shall meet all the requirements of, the approved Contract, Budget, and Program Plan/Scope of Services. Vendor shall also be required to make such certification with all payment vouchers and billing invoices submitted to the Department.
- 4.2 **ASSIGNMENT:** This contract may not be assigned, or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant to the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General,

the Executive Inspector General, the Chief Procurement Officer, State of Illinois Internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

- 4.4 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.5 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.6 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.7 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor Information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law or covered by any other exemption in the Freedom of Information Act (FOIA) shall be exempt from disclosure. Any information not prohibited or exempt from disclosure under federal law, State law, or applicable FOIA exemption is public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.8 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. See Section 4.85 of the Supplemental terms. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work

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ACB
9/10/15

ACB 9/15/15
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Including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

- 4.9 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; (d) any actual or alleged claim that the services or goods provided under the contract, infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 4.10 **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.11 **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.12 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.13 **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.14 **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.15 **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill.

Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp). In compliance with the Illinois and United States Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules, the State does not unlawfully discriminate in employment, contracts, or any other activity.

- 4.16 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.17 CONTRACTUAL AUTHORITY:** Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms. The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.18 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.19 MODIFICATIONS AND SURVIVAL:** All changes to the Contract, Budget, and Program Plan/Scope of Services must be expressly pre-approved by the Department in writing. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.20 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered

responsible on specific future contract opportunities. The Department also reserves the right, within its sole discretion, to reduce or suspend service referrals to Vendor or to reduce contract amounts based on operational and/or programmatic needs.

4.21 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

4.22 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.23 WARRANTIES FOR SUPPLIES AND SERVICES:

4.23.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.23.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract or Program Plan/Scope of Services, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.24 REPORTING, STATUS AND TAX CREDITS:

4.24.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.24.2 Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone # 217-524-4772) for information about tax credits.

4.25 **SUPPLEMENTAL PROVISIONS:** The Supplemental Provisions are expressly incorporated by reference into this Contract.

5. **SUPPLEMENTAL PROVISIONS**

5.1 **STATE SUPPLEMENTAL PROVISIONS:**

- ☒ Department Supplemental Terms and Conditions
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- ☐ Annual Standard Budget – Short Form
- ☐ Exhibit C – Checklist & Interrogatory For Financial And Statistical Reporting
- ☐ Exhibit E – CFS 968-32 Civil Rights Reporting
- ☐ Vendor's Board of Directors Information
- ☐ Subcontract Agreement(s) and Standard Certifications and Disclosures and Conflicts of Interest
- ☐ Subcontractor Budget
- ☐ Fiscal Agent Agreement
- ☐ State Board of Elections Certificate of Registration
- ☐ Other (describe)

6. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Subcontract Agreement and Subcontractor Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB or SUB-M, Rev. 4/2015) completed and signed by the subcontractor.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract amount may be reduced,
- the contract may be void by operation of law,
- the State may void the contract, in whole or in part, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil and/or criminal prosecution, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees and subcontractors will comply with Title VI and VII of the U.S. Civil Rights Act of 1964 (42 U.S.C. 2000d et seq. and 2000e et seq.); Section 503 and 504 of the Federal Rehabilitation Act (29 U.S.C. 793 and 794); the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); applicable Department rules including Part 307, Indian Child Welfare Services which defines the special rights of American Indians; the U.S. Constitution; the 1970 Illinois Constitution; any state and federal laws, regulations or orders which prohibit discrimination in employment on the grounds of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service other than a dishonorable discharge and service delivery on the grounds of race, sex, color, religion, national origin or ancestry, limited English language proficiency, or by reason of any handicap, in performance of this contract. All providers with whom the Department contracts must submit Exhibit E assuring that they do not discriminate in their employment and service delivery practices, including semi-annual updates.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

- 6.4 Vendor, If an Individual, sole proprietor, partner or an Individual as member of a LLC, certifies It he/she has not received (I) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (II) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- 6.5 Vendor certifies that It is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal and is in good standing with the Illinois Secretary of State. 30 ILCS 500/1.15.80, 20-43.
- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (I) that It will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to Its bid or offer; and (II) that It shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies It has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that It is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that It and Its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that It and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that It has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.18 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- 6.19 Drug Free Workplace
- 6.19.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.19.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.24 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
- 6.26 Vendor certifies that it is not in violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, or any violation has been mitigated. 30 ILCS 500/50-14.5, 410 ILCS 45.

- 6.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/litaa) 30 ILCS 587.
- 6.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☒ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered with and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.30 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517/15.
- 6.31 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

☐

- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

☒

- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

☐

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

☐

- 6.32 Vendor certifies it complies with the Illinois Religious Freedom Protection and Civil Union Act and all state laws and rules applicable to civil unions and which prohibit discrimination, and will provide persons entering into a civil union, the legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act, with the same obligations, responsibilities, protections, and benefits afforded or recognized by the law of Illinois to spouses. 750 ILCS 75/1 et seq.

7. DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

☒ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

By signing this Contract and attached Disclosures, Vendor certifies that all information in this Contract is true and correct to the best of the Vendor's knowledge, Information, and belief; that the funds awarded as a result of this Contract shall be used only for the specific purposes authorized in the approved Contract, Budget, and Program Plan/Scope of Services and that the award of said funds is conditioned upon such certification.

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8. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any required subcontractors. There are Nine (9) steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the Director if s/he deems it in the best interest of the State of Illinois and may be cause for barring Vendor from future contracts, bids, proposals, subcontracts, or relationships with the State. The requirement of disclosure of financial interests and conflicts of Interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any required subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later.

This disclosure is submitted for:

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s)
- ☐ Subcontractor's Parent Entity(ies)

Vendor Name	Eckerd Youth Alternatives, Inc.
Doing Business As (DBA)	Eckerd
Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

I certify that I am a U.S. person (including a U.S. resident alien).

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, then enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

DCFS Name: _____

Certified Name: Eckerd Youth Alternatives, Inc. d/b/a Eckerd

Taxpayer Identification Number: 59-2551416

Social Security Number: _____

Or

Employer Identification Number: _____

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership or Legal Services Corporation | <input type="checkbox"/> Estate or trust |
| <input checked="" type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Charitable Organization | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |
| | <input checked="" type="checkbox"/> S = S corporation |

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: David Dennis

Date: 9-15-15

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL
(All vendors complete regardless of annual bid, offer, or contract value)

NOTE: Disclosures for Steps 1 through 7 need only be filled out once per entity. You must select one of the eight options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the Information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Also complete Step 2, Option B.

☐ Option 3 – All other Privately Held Entities, not including Individuals and Sole Proprietorships

3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Also complete Step 2, Option B.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
Also complete Step 2, Option B.

☒ Option 5 – Not-for-Profit Entities

☒ Complete Step 2, Option B.

☐ Option 6 – Governmental Entities

☐ Complete Step 2, Option B.

☐ Option 7 – Individuals

☐ Skip to Step 3.

☐ Option 8 – Sole Proprietors

☐ Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OF BOARD OF DIRECTORS

Complete Option A and/or Option B. Additional rows may be inserted into the tables or an attachment may be provided if needed. Individuals, sole proprietors, and governmental entities are not required to complete Step 2.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1A, 2A, 2B, 3A, 4A in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, Contract page number D-3.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1A, 2A, 3A, or 4A in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, Contract page number D-3.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors or Board of Managers

If you selected Option 2, 3, 4, 5 or 6 in Step 1, list members of your board of directors or board of managers. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 2, Option B, Contract page number D-4.

TABLE – Z	
Name	Address
See Attached	

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State Agency officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency contract:

2015/2016 ECKERD BOARD OF DIRECTORS
CONTACT INFORMATION
727-443-1915 - Fax

James T. Swann, III ██████████ ██████████████████ ██████████ ██████████████████	David Dennis - President ██████████████████ ██████████████████ ██████████████ ██████████████████
Nancy Nichols - Chair ██████████████████ ██████████████████ ██████████████ ██████████████████	Eileen Kamerick ██████████████████ ██████████████████ ██████████████ ██████████████████
Patsy Felcano ██████████████████ ██████████████████ ██████████████ ██████████████████	Kennedy C. O'Herron ██████████████████ ██████████████████ ██████████████ ██████████████████
Daniel Boon ██████████████████ ██████████████████ ██████████████ ██████████████████	V. Raymond Ferrara ██████████████████ ██████████████████ ██████████████ ██████████████████
Joe Clark ██████████████████ ██████████████████ ██████████████ ██████████████████	Kevin Perry ██████████████████ ██████████████████ ██████████████ ██████████████████
Dennis Hardiman ██████████████████ ██████████████████ ██████████████ ██████████████████	Glenn Waters ██████████████████ ██████████████████ ██████████████ ██████████████████

STEP 4 PROHIBITED CONFLICTS OF INTEREST

Step 4 must be completed for each person disclosed in Step 2, Option A and for individuals and sole proprietors identified in Step 1, Options 7 and 8 above.

Please provide the name of the person for which responses are provided in Step 6.

1. Do you yourself hold, or are you the spouse or minor child of a person who holds an elective office in the State of Illinois or a seat in the General Assembly? ☐ Yes ☒ No
2. Are you appointed or employed (to the following), or are you the spouse, or minor child of a person who has been appointed to or employed in any offices or agencies of State government and receives compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☒ No
3. Are you an officer or employee (of the following) or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☒ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☒ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, or are you the spouse, or minor child of a person who receive from the Vendor more than 7.5% of the Vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☒ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☒ No

STEP 5 POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 5 must be completed for each person disclosed in Step 2, Option A and for individuals and sole proprietors identified in Step 1, Options 7 and 8 above.

Please provide the name of the person for which responses are provided in Step 6.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services other than this contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

5.	Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.	Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8.	Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9.	Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10.	Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

If you answered "Yes" in Step 4 or 5 (1-10), please provide a detailed explanation that includes, but is not limited to the information detailed in the key below. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 6, Contract page number D-6.

- A. Name (of person identified in affirmative responses to questions in Steps 4 or 5)
- B. Relationship to Contractor
- C. Position/Title or Elected/Appointed Office
- D. State Agency or Organization
- E. Start/End dates of employment or elected/appointed term
- F. Salary/Compensation
- G. Date Compensation Began
- H. DCFS Contract # (If applicable)

The below explanations A-H are provided for Step ____ (indicate 4 or 5), Question ____ (Specify which Step 4 or 5 question (1-10) is explained below. Mark n/a if necessary.)	
A.	
B.	
C.	
D.	
E.	

F.	
G.	
H.	

The below explanations A-H are provided for Step ____ (Indicate 4 or 5), Question ____ (Specify which Step 4 or 5 question (1-10) is explained below. Mark n/a if necessary.)

A.	
B.	
C.	
D.	
E.	
F.	
G.	
H.	

STEP 7

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(All vendors complete regardless of annual bid, offer, or contract value)

Do you or your Affiliates have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with or receive any other funding from units of State of Illinois government or other governmental entities?

☐ Yes ☒ No.

If "Yes", please specify below. Vendors must disclose all other public funding that they or their Affiliates receive. Affiliates are business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship with or the actual or anticipated receipt of any other funding from units of State of Illinois government or other governmental entities by showing awarding government entity name and other descriptive information including the project title, value, and contract reference, purchase order, or bid number. Vendor agrees to systematically and accurately track, and properly allocate, all funding received and monies billed by Vendor and its Affiliates under this Contract and under contracts with other governmental entities. Attach an additional page in the same format as provided below, if necessary; please reference Step 7, Contract page number D-7.

Awarding Government Entity	Project Title	Status	Value	Contract # Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship if other than contract, purchase order, or bid:

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)

This disclosure is signed, and made under penalty of perjury, by an authorized officer or employee on behalf of the bidder or Vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of

Name of Disclosure Entity: Eckerd Youth Alternatives, Inc. d/b/a Eckerd

Signature: _____

Date: 9-15-15

Printed Name: David Dennis

Title: Chief Executive Officer

Phone Number: _____

Email Address: DDennis@eckerd.org

STEP 8

POTENTIAL CONFLICTS OF INTEREST FOR RELATED PARTY TRANSACTIONS

NOTE: For purposes of Steps 8 and Step 9 of this Contract, Key Management Staff is defined to include the top three highest paid staff funded under this Contract and the top persons managerially responsible for the services under this Contract.

Does any Key Management Staff receive compensation or payment in any form from another organization? ☐ Yes ☒ No

If so, name the employee and the other organization, the position held, the amount of annual compensation or type of payment, and the date when the employee began receiving such compensation or payment. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 8, Contract page number D-9.

Name of Staff,	Other Organization	Work Hours, Compensation and Date of Hire for Other Organization

Does any Key Management Staff, Officer, Board Member, owner or majority stockholder (or members of their immediate families, i.e., spouse, father, mother, son, or daughter):

- 1 Hold an ownership interest in an organization that leases, subcontracts, or provides services or materials to you paid in whole or in part from funds generated by this Contract?; ☐ Yes ☒ No
- 2 Serve as an executive officer or board member of an organization that subcontracts or provides services or materials to you paid in whole or in part from funds generated by this Contract?;
☐ Yes ☒ No
- 3 Serve as an employee of an organization that subcontracts or provides services or materials and part of his/her job duties include performing services related to the subcontract or the provision of services or materials to the organization for which he/she is a board member ☐ Yes ☒ No

If you answered yes to A, B, or C above, disclose the name of the individual(s), the organization(s), the nature of the lease(s), materials, services or subcontract(s). Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 8, Contract page number D-9.

Name of Staff, Board Member, Owner or Stockholder	Organization Leasing, Contracting, Providing Services or Materials	Nature of Lease, Services, Material or Subcontract

STEP 9
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(All vendors complete regardless of annual bid, offer, or contract value)

Please provide the name of the person or entity for which responses are provided:

Eckerd Youth Alternatives, Inc. d/b/a Eckerd

1. Has any Key Management Staff or the Contracting Entity been debarred or suspended, or otherwise excluded or ineligible from participation in federal assistance programs or under other statutory or regulatory compliance requirements from contracting with any governmental entity? ☐ Yes ☒ No
2. Have any Key Management Staff had adverse action taken in relation to a professional license? ☐ Yes ☒ No
3. Has the Contracting Entity had any bankruptcies? ☐ Yes ☒ No
4. Has the Contracting Entity had any adverse civil judgments and administrative findings? ☐ Yes ☒ No
5. Has the Contracting Entity or any Key Management Staff had any criminal felony convictions? ☐ Yes ☒ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, entity, and position title of each individual. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 9, Contract page number D-10.

Name	Position	Organization	Nature of Proceedings	Date of Proceedings

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)

This disclosure is signed, and made under penalty of perjury, by an authorized officer or employee on behalf of the bidder offer or/Vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of

Name of Disclosing Entity: Eckerd Youth Alternatives, Inc. d/b/a Eckerd

Signature: [Redacted Signature]

Date: 9-15-15

Printed Name: David Dennis

Title: Chief Executive Officer Phone Number: [Redacted Phone Number]

STATE SUPPLEMENTAL TERMS AND CONDITIONS

The following clauses are added to the State of Illinois – Contract with the Illinois Department of Children and Family Services, hereinafter referred to as the "Department" and are hereby incorporated into this Contract with the signatures of the Contractor/Vendor and duly authorized representatives of the Department. The following provisions are numbered to correspond to and supplement the applicable sections in the Contract.

1.1 S SUPPLIES AND/OR SERVICES REQUIRED

- a) The Contractor shall comply with Department employment requirements in effect during the Contract Term.
- b) In the event any provision of this Contract is declared void, voidable or otherwise unenforceable, then such provision, term, or condition shall be severable from this Contract and this Contract shall otherwise be fully effective, binding and enforceable.
- c) In the event of a conflict between a provision(s) of the Contract Program Plan/Scope of Services and any other Contract requirement(s), the Contract requirement(s) shall apply.

1.5 S SUBCONTRACTING

- a) This contract or any part thereof shall not be subcontracted without a signed subcontract on file with the Contractor. The Contractor is required to use the Subcontract Agreement and Subcontractor Standard Certifications and, for those subcontracts totalling \$50,000 or greater, the Subcontractor Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB, or SUB-M, Rev. 4/2015).
- b) Subcontracted services shall be provided pursuant to a written contract between the subcontractor and the Contractor and shall comply with all provisions contained in this Contract. The Contractor shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts.

2.1 S FORMAT OF PRICING

- a) When applicable, the Department will pay Contractors the payment rates listed on the "Pricing/Rate Schedule."
- b) Contractors are expressly prohibited from charging Department clients and the public for services encompassed by the Department Contract and materials that arise out of the performance of the Contract.

3.2 S RENEWAL

The Department reserves the right to modify the contract amount, unless otherwise noted in Section 1.2 Milestones and Deliverables, based on prior year expenditures or projected utilization.

4.1 S PAYMENT TERMS AND CONDITIONS

For payment, the Contractor shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this contract) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.

- a) The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification. The Contractor waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Contract, whichever is first.
- b) The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.
- c) Payments made under this Grant may only be used by the Grantee for purposes and costs specified in the Contract Program Plan/Scope of Services and Grant Budget, or approved amendments. Grantee certifies under oath that all information in the grant agreement is true and correct to the best of the grantee's knowledge, information, and belief; that the funds awarded as a result of this agreement shall be used only for the purposes described in this contract/grant agreement; and that the award of said grant funds is conditioned upon such certification.

4.2 S ASSIGNMENT

The Contractor understands and agrees that this Contract, or any portion of this Contract, may not be sold, assigned or transferred in any manner and that the actual attempted sale, assignment or transfer without the prior written approval of the Department shall render this Contract immediately null and void.

4.3 S AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65) (30 ILCS 705/4)

- a) Department Rule 401.270 Records Retention (89 Ill. Admin. Code 401.270) requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42). The Grant Funds Recovery Act (30 ILCS 705/4 (b) (4)) further requires that any grantees receiving grant funds are required to permit the grantor agency, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use for which the grant funds were provided.
- b) The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of financial and programmatic records relating to this

Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.

- c) The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
- d) The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
- e) The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.
- f) If the Contractor (excluding day care providers, unless they are involved in cost based rate negotiations and governmental entities) receives in the aggregate \$150,000 or more from the Department during the current State of Illinois fiscal year, the Contractor will submit audit reports prepared by an Independent Certified Public Accountant in accordance with generally accepted Governmental Auditing Standards and Department Rule 357.120(c) Fiscal Reports and Records (89 Ill. Admin. Code 357.120) within 180 days following the completion of the Contractor's fiscal year.
- g) All governmental and not-for-profit organizations must also consider federal audit guidelines and all federal funds expended by the agency to complete audits in accordance with the guidance specified in the Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations. If required to prepare an audit in accordance with OMB Circular A-133, the audit must still contain the information listed in Department Rule 357.120 (c).
- h) The Department will notify your agency under separate cover of sub-receipt and federal dollars paid by program description and CFDA number. The notification will be for each twelve month period ending June 30th.
- i) All governmental entities audited by the Illinois Auditor General, will submit a copy of those audits to the Department within 60 days following completion.
- j) If the contracting Agency is licensed by the Department, they shall also submit a Licensed Child Welfare Agency Management Self Reporting Form, in compliance with Department Rule 401, Licensing Standards for Child Welfare Agencies, Appendix C (89 Ill. Admin. Code 401).
- k) The Contractor shall submit an electronic copy of its audit and all attachments via the Central Repository Vault (CRV). Requests for extensions should be sent to the Department of Children and Family Services, Office of Planning and Budget, 406 East Monroe, Station 440, Springfield, IL 62701 on or before the due date of the required report.
- l) Written requests for waivers should be submitted to the Deputy Director, Office of Budget and Finance, 1511 S Dixie Highway, Harvey IL 60426, before the due date of the required report and shall specify the reason/s for the request.

4.7.5 CONFIDENTIAL INFORMATION

- a) Except as may be required by state or federal law, regulation or order, the Contractor shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.
- b) The Contractor shall inform its employees and subcontractors of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Contractor acknowledges that nothing herein prevents the Contractor from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Contractor is required to deliver said information to the Department upon request as allowable under state or federal law.

4.8.5 USE AND OWNERSHIP

- a) Performance by the Contractor may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Contract, would be adverse to the interest of the Department or others. The Department in executing this contract is purchasing the customization of and a subscription for the use of a web-based quality assurance application. Should the Department cease to contract for the use of this quality assurance application, the Department's access to the web-based application will be terminated and all data provided by the Department to support the application will be returned to the Department or destroyed in accordance with the confidentiality provisions of this contract.
- b)) Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, ~~software and documentation, computer-based training modules,~~ electronic, magnetic or digital material and other work in whatever form generated by the system using the Department data shall be referred to as "the materials." The ~~contract~~ Department shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Contract. Contractor retains all rights, title and interest in the Contractor's pre-existing software and any software developed pursuant to this contract.
- c) The Contractor shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the State to obtain and register copyrights, patents or other forms of protection provided by law for the materials.
- d) The Contractor shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes. These will remain the sole property of the Contractor.
- e) The Contractor, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written

consent of the Department's Director.

- ACB
9/10/15 [DD]
- ACB
9/10/15 [DD]
- ACB
9/10/15 [DD]
- ACB
9/10/15 [DD]
- f) Upon expiration or termination of this Contract, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Contractor.
 - g) All equipment the Department assigns to Contractors or equipment otherwise purchased with State or federal funds received from the Department, is owned by the Department of Children and Family Services. The use of State-owned property and equipment for personal use or private gain is strictly prohibited. Contractors assigned equipment must also properly use, maintain, secure, and store the equipment in accordance with Department Administrative Procedures 19 Property Control and 20 Electronic Mail/Internet Usage/SACWIS Search Function (available at <http://dcfswebresource.dcf.ilinois.gov>). Contractors shall return all equipment to the Department upon request.
 - h) The Contractor is strictly prohibited from using any funds provided under this contract for the purchase or acquisition of real estate or other real property.
 - i) The Department, in its sole discretion, has the right to limit or restrict access to its data and materials. The Department also has the right to limit or restrict individuals who work on specific Department projects.

4.14.5 BACKGROUND CHECK

- a) The Contractor certifies that a criminal history check via fingerprints of persons age 17 and over, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, drug testing in accordance with Department Administrative Procedure 24 Drug Testing of Employment Applicants, and a check of the Illinois Sex Offender Registry have been conducted for each employee, operator, others in family home, individual used to replace or supplement staff, service provider for the Department who has access to children, work study student, contractual staff, volunteers and parents, all as set forth in Department rules, regulations, procedures, and protocols. The Contractor further acknowledges that the Department may declare the Contract void if this certification is false.
- b) The authorization required by the Department's background check screening process identified in Paragraph 4.14 a) above shall be on forms prescribed by the Department and comply with Department Rule 385 Background Checks (89 Ill. Admin. Code 385). A Contractor's failure to comply with the background check screening requirements shall constitute grounds for immediate contract termination and the Contractor's reimbursement of costs and expenses to the Department for all background check screenings authorized by the Contractor for applicants who are not persons subject to background checks as defined in Department Rule 385.20. "Persons subject to background checks" means:
 - the operators of the child care facility;
 - all current and conditional employees of the child care facility;
 - any person who is used to replace or supplement staff
 - any person who has access to children, as defined in this Section; and
 - any person who provides services that allow unsupervised access to children if the requirement for background checks is a condition of a contract or agreement or is required

otherwise under B9 Ill. Admin. Code 357, Purchase of Service.

If the child care facility operates in a family home, the license applicants and all members of the household age 13 and over are subject to background checks, as appropriate, even if these members of the household are not usually present in the home during the hours the child care facility is in operation.

- c) All persons subject to background check screening must complete the Department's authorization forms and certify by their signature that the information provided on their authorization forms is true and accurate and acknowledge that any misrepresentation and/or omission of any material fact on the authorization forms shall render him or her ineligible to perform services pursuant to the Contractor's Contract.

4.18 S NOTICES

- a) For any address change, the Contractor will give written notice of any change(s) of its principal office address at least 30 days in advance of the change.
- b) Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 60 calendar days in advance. Such changes may require new licenses and Contracts.
- c) All proposed revisions to the Description of Services and Grant Budget must be submitted in advance, in writing, for approval by the Department Grant Administrator. The Department Grant Administrator will provide written approvals or denials of such revisions to the Grantee.
- d) The Department retains the right to amend Budgets, Program Plans, and Contracts based on its operational needs after notifying the Contractor of the changes.

4.24 S REPORTING, STATUS AND TAX CREDITS

- a) The Contractor agrees to immediately notify the Department of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.
- b) On a quarterly basis, the Grantee will provide the Department Grant Administrator with a grant program activities report describing and verifying the activities identified in the Contract Program Plan/Scope of Services and Grant Budget.
- c) The program activities report will also include a summarization of the Grantee's assessment of the impact and effectiveness of the Grant project.
- d) The Grantee will also provide the Department Grant Administrator with a Grant funds expenditure report on a quarterly basis. The Grant funds expenditure report shall detail the expenditure of Grant funds and any unliquidated Grant obligations. This expenditure report shall be formatted similar to the Budget submitted with the Grant (or as amended). The Grantee will retain records and documentation of costs reflected in the Grant funds

expenditure report.

- e) All Department Contractors and Grant recipients are required to identify their staff responsible for contract monitoring and require that they attend trainings provided by the Department on the Contract or Grant requirements and Department rules and procedures. The Contractor trainings will be required annually and within three months of the Contractor's or Grant recipient's employees' assumption of Contract or Grant monitoring responsibilities.

4.255 SUPPLEMENTAL PROVISIONS

- a) The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice when the Department has reason to believe that advance notice could jeopardize its investigation. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data. In cooperation with the OIG, the Contractor agrees to the following:
 - 1) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
 - 2) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
 - 3) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
 - 4) To allow and encourage employees to speak to the OIG regarding pending investigations.
- b) The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
- c) No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
- d) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- e) If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Contract, etc., the Contractor must also complete and submit timely, federal form

LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- f) If there are any Indirect costs associated with this Contract, totally-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.
- g) The Contractor must include the language of this certification in the award documents for all subcontracts. All subcontractors are required to be subject to and to comply timely with said certification and disclosure.
- h) This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. Sec. 1352 (1989). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- i) The Contractor understands and agrees that when adoptive parents request the names of attorneys, the Contractor will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the Department Advocacy Office for Children and Families or by checking on the Department Website at www.state.il.us/dcf. The Contractor shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however the adoptive parent may be eligible for reimbursement.
- j) The Illinois Grant Funds Recovery Act (30 ILCS 705) limits the period of time that State Grantor agencies may allow Grant funds to be available for expenditure by Grantees. It also establishes authority and requirements for the recovery of Grant funds held by the Grantee.
- k) Contract cost reports and/or certified independent audit reports shall constitute the basis for fiscal closeout of the contract. Excess revenue is the amount of purchase of service fees and governmental grant funding that exceeds total costs, less:
 - i. Disallowable costs as listed in 89 Ill. Adm. Code 356.60 (Disallowable Cost and Reduced Reimbursement);
 - ii. Fringe benefit costs, as defined in 89 Ill. Adm. Code 356.20 (Definitions), that exceed 25% of salaries and wages; and
 - iii. Administrative costs that exceed 20% of all other allowable costs.
- l) Regarding any questions arising from the Department's determinations of required repayments of excess revenue, the Contractor shall have the right to an administrative hearing as provided by 89 IL Admin. Code 434.10 Administrative Hearing of Draft Audit Findings and Recommendations.
- m) Non-substitute care programs funded through quarterly or monthly payments based on approved budgeted costs, or programs as determined by the Director or his/her designee, are subject to an annual close-out process consisting of (1) line item review and (2) audited cost review as follows:
 - 1) Line Item Review of Unaudited Costs and Revenues

The Department may seek to recover DCFS provided funds that exceed the actual

costs incurred. The analysis will be conducted by budget line item, comparing the approved budget amounts by line to actual spending.

The Department recognizes a reasonable variance in spending from the approved budget may occur. In determining the reasonableness of the variation, the Department will apply the following criteria:

- Spending in major lines that varies more than 5% from approved budget amount is subject to recovery by the Department. Major line is defined as personnel, and fringe benefits & payroll taxes, or any line that accounts for 10% or more of the budget.
- Spending in other than major lines that varies more than 10% from the approved budget amount is subject to recovery by the Department.
- Exception for small differences: Any single line may vary from the budget by up to \$500.

As the contract year progresses, should it appear spending may vary by line outside of the parameters provided above, the provider agency should contact the contract manager to discuss the variation with the possible outcome being an amendment to the budget. Absent an executed amendment, the original budget filed with the contract remains the authorized budget of record showing approved expenditures by line item. Amendments to the contract, including budget changes, cannot be accepted after the termination date of the contract.

2) Audited Cost Review

The Department will recover DCFB provided funds that exceed the reported total audited reimbursable costs. Reimbursable costs are defined in 89 Ill. Admin. Code 356. The criteria listed above for the line item comparison does not apply to the analysis comparing the approved reimbursable budget to the reported reimbursable costs. Audited financial statement and the Consolidated Financial Report (CFR), if required by 89 Ill. Admin. Code 357 and 356.40, will be used to verify the accuracy of the previously submitted cost reports. Differences between the audited financial statements and the previously submitted cost reports may result in additional recovery of Department funds.

- n) When all of the contracts with one Contractor, expire or terminate prior to the end of a fiscal year, the revenue and expense sections of the Department's cost report shall be submitted with an opinion from a certified public accountant within 30 days after expiration or termination. For Non-substitute care programs funded through quarterly or monthly payments based on approved budgeted costs, or programs as determined by the Director or his/her designee, the Department shall issue a determination of excess revenue using the opined revenue and expenses. No later than 15 days after notification, the Contractor shall return by check(s) (with Department contract numbers identified on all checks and/or correspondence) any excess revenue due.

- o) All checks shall be made payable to:

Treasurer, State of Illinois
c/o Illinois Department of Children & Family Services
406 East Monroe Street, Station #412

Springfield, IL 62701

8.5 FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

The Contractor will create and adopt a Conflict of Interest Policy that reflects the specifications outlined in Department Rule 437, Employee Conflict of Interest (89 Ill. Admin. Code 437).